

# PHYSICIAN ASSISTANT CONTRACT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Party of the First Part and legally defined as primary care physician, and \_\_\_\_\_, hereinafter referred to as Party of the Second Part, and legally defined as a physician's assistant, WITNESSETH:

Whereas, the Party of the First Part has developed a plan provided for under SDCL Chapter 36-4A, whereby certain professional services may be performed by a qualified Physician Assistant,

And whereas, the performance of such services requires registration as a Physician Assistant and compliance with the educational and training requirements so stated in SDCL 36-4A, and administered by the South Dakota State Board of Medical and Osteopathic Examiners; and furthermore that such services shall be performed under the supervision of the Party of the First Part, as supervision is defined in SDCL 36-4A-2.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

- A. Party of the Second Part may perform such services as are allowed by SDCL 36-4A-22, and which services of Party of the First Part has identified on Exhibit "A," which is attached hereto and made a part of this agreement and such other tasks authorized by the Board of Medical and Osteopathic Examiners, and not expressly excluded by SDCL Chapter 36-4A, for which adequate training and proficiency can be demonstrated in a manner satisfactory to said Board.
- B. It is further understood and agreed by and between the parties:
  - 1. The Party of the Second Part shall be subject to the direct and indirect supervision, continuous monitoring and evaluation by the Party of the First Part, and nothing in this agreement shall be construed to limit the responsibility of the Party of the First Part for the acts of the Party of the Second Part in the fulfillment of this agreement.
  - 2. The Party of the First Part has the right to discharge the Party of the Second Part for any disobedience to or failure to comply with orders given by the Party of the First Part.
  - 3. The Party of the First Part is the employer and the Party of the Second Part the employee in this contract and all wages shall be paid by the Party of the First Part.
  - 4. The Party of the Second Part shall perform services as an Assistant to the Physician as directed by the Party of the First Part and for such services shall receive compensation as follows:  
(Parties may provide amount of compensation by Addendum which need not be attached. In such case, insert "Provided by Separate Addendum Made a Part Hereof By Reference.")
  - 5. In the event the Party of the Second Part is not certified as is contemplated in this agreement, the Primary Care Physician shall have the right to terminate said agreement.
  - 6. In the event the Board of Medical and Osteopathic Examiners puts a restriction upon the services that may be performed by the Party of the Second Part as a condition precedent to certification, the Party of the Second Part shall have the right to continue said agreement and the Party of the First Part hereby waives any objection to the Party of the Second Part's failure to perform those tasks not permitted by said Board.
- C. That in addition to the other provisions set forth herein it is expressly understood by and between the Parties as follows:
- D. This agreement shall be for a period of one (1) year and shall not take effect until it has been completely executed and a certified true copy of the proposed employment contract between the Physician and Physician's Assistant outlining those activities, which the Physician's Assistant shall perform, shall be filed in the office of the State Board of Medical and Osteopathic Examiners and shall continue in force during the one (1) year period unless terminated in writing by either party. Place of employment is the City of \_\_\_\_\_, County of \_\_\_\_\_, State of South Dakota, and in that immediate vicinity.

In witness whereof, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS TO SIGNATURES:

\_\_\_\_\_  
Physician's Assistant

\_\_\_\_\_  
Primary Care Physician

\_\_\_\_\_  
Secondary Supervising Physician (Optional)

STATE OF SOUTH DAKOTA

:SS

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument as Primary Care Physician, and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota

STATE OF SOUTH DAKOTA

:SS

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument as Secondary Care Physician, and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota

## EXHIBIT "A"

The Primary Care Physician shall affirmatively state by placing a "yes" in the blank in front of the service enumerated below, those services he/she will permit the Physician Assistant to perform.

The Primary Care Physician shall negatively state, by placing a "no" in the blank in front of the services enumerated below, those services he/she will not permit the Physician Assistant to perform.

- \_\_\_\_\_ A. Take a complete, detailed, and accurate history; do a complete physical examination, when appropriate, to include a pelvic and breast examination specifically excluding endoscopic examinations, and record pertinent data in acceptable medical form;
- B. Perform or assist in the performance of the following routine laboratory and governing techniques.
  - \_\_\_\_\_ (a) The drawing of venous or peripheral blood and routine examination of the blood.
  - \_\_\_\_\_ (b) Urinary bladder catheterization and routine urinalysis;
  - \_\_\_\_\_ (c) Nasogastric intubation and gastric lavage;
  - \_\_\_\_\_ (d) The collection of and examination of the stool;
  - \_\_\_\_\_ (e) The taking of cultures;
  - \_\_\_\_\_ (f) The performance and reading of skin tests;
  - \_\_\_\_\_ (g) The performance of pulmonary function tests excluding endoscopic procedures;
  - \_\_\_\_\_ (h) The performance of tonometry;
  - \_\_\_\_\_ (i) The performance of audiometry;
  - \_\_\_\_\_ (j) The taking EKG tracings.
- \_\_\_\_\_ C. Make a tentative medical diagnosis and institute therapy or referral; to prescribe medication for symptoms and temporary pain relief; to treat common childhood diseases; to assist in the follow-up treatment of geriatric and psychiatric disorders referred by the physician;
  - \_\_\_\_\_ (a) Take x-rays, excluding administering injections in conjunction with such x-rays, to be read by the primary care physician and radiologist.
- D. Perform the following routine therapeutic procedures:
  - \_\_\_\_\_ (a) Injections;
  - \_\_\_\_\_ (b) Immunizations;
  - \_\_\_\_\_ (c) Debridement, suture and care of superficial wounds;
  - \_\_\_\_\_ (d) Debridement of minor superficial burns;
  - \_\_\_\_\_ (e) Removal of foreign bodies from the external surface of the skin (specifically excluding foreign bodies of the cornea);
  - \_\_\_\_\_ (f) Removal of sutures;
  - \_\_\_\_\_ (g) Removal of impacted cerumen;
  - \_\_\_\_\_ (h) Subcutaneous local anesthesia, excluding any nerve blocks;
  - \_\_\_\_\_ (i) Strapping, casting, and splinting of sprains;
  - \_\_\_\_\_ (j) Anterior nasal packing for epistaxis;
  - \_\_\_\_\_ (k) Removal of cast;
  - \_\_\_\_\_ (l) Application of physical therapy modalities;
  - \_\_\_\_\_ (m) Incision and drainage of superficial skin infections.
- E. Assist the primary care physician in health maintenance of his/her patients by:
  - \_\_\_\_\_ (a) Well-baby and well-child clinics to include initial and current booster immunization for communicable disease;
  - \_\_\_\_\_ (b) Pre- and post-natal surveillance to include clinic and home visits;
  - \_\_\_\_\_ (c) Family planning, counseling, and management.
- F. Institute emergency measures and emergency treatment or appropriate measures in situations such as cardiac arrest, shock, hemorrhage, convulsions, poisonings, and emergency obstetric delivery;
- G. Assisting the primary care physician in the management of long-term care to include;
  - \_\_\_\_\_ (a) Ordering indicated laboratory procedures;

- \_\_\_\_\_ (b) Managing a medical care regiment for acute and chronically ill patients within established standing orders. (Prescription of modifications needed by patients coping with illness or maintaining health, such as in diet, exercise, relief from pain, medication, and adaptation of handicaps or impairments.)
- \_\_\_\_\_ (c) Making referrals to appropriate agencies.
- \_\_\_\_\_ H. Assist the primary care physician in the hospital setting by arranging hospital admissions under the directions of the said physician, by accompanying the primary care physician on his rounds and recording physician's patient progress notes; by accurately and appropriately transcribing and executing specific orders at the direction of the physician; by assistance at surgery; by compiling detailed narrative and case summaries; by completion of the forms pertinent to patient's medical record;
- \_\_\_\_\_ I. Assist the primary care physician in the office in the ordering of drugs and supplies, in keeping of records and in the upkeep of equipment;
- \_\_\_\_\_ J. Assist the primary care physician in providing services to patients requiring continuing care (nursing home, extended care and home care) including follow-up visits after the initial treatment by the physician;
- \_\_\_\_\_ K. Assist the primary care physician in the completion of official documents such as death certificates and birth certificates and other similar documents required by law.

The parties, as evidenced by their signatures found below, agree to incorporate this exhibit as part of the contract to which it is attached.

\_\_\_\_\_  
Physician Assistant

\_\_\_\_\_  
Primary Care Physician

\_\_\_\_\_  
Secondary Supervising Physician (Optional)